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Docket No.: F8800.2002/P002
(PATENT)

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Patent Application of:
Jeffrey J. Kalis et al.

Application No.: 10/812,778

Confirmation No.: 5010

Filed: March 30, 2004

Art Unit: 2655

For: SKIP DETECTOR FOR COMPACT DISC
JUKEBOX

Examiner: Not Yet Assigned

**REVOCATION OF POWER OF ATTORNEY AND NEW POWER OF
ATTORNEY**

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Dear Sir:

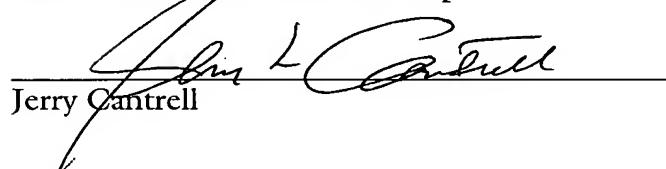
The undersigned, a duly authorized representative of Rowe International Corporation and current assignee of this application as demonstrated by the attached copy of the assignment, hereby revokes all Powers of Attorney previously given, and hereby appoints the following attorneys and/or agents to prosecute this application and transact all business in the U.S. Patent and Trademark Office connected herewith:

All practitioners at Customer Number 24998.

Address all communications to:

Jon D. Grossman
DICKSTEIN SHAPIRO MORIN & OSHINSKY LLP
2101 L Street NW
Washington, DC 20037-1526
(202) 785-9700

For: Rowe International Corporation



Jerry Cantrell

Dated: 2-8-05

Assignment

Witness, we, JEFFREY J. KALIS, FREDERICK G. ROBINSON and RICHARD VAN DYK, residing respectively at 1920 Sylvan SE, Grand Rapids, Michigan 49506; 200 Country Club Road, Holland, Michigan 49508, and 4345 Shaffer SE, Kentwood, Michigan 49508

RE 5102 TRADES
144571

have invented certain new and useful improvements in CONTROL SYSTEM
FOR COMPACT DISC PHONOGRAPH

for which we are about to make application for Letters Patent of the United States, which application was duly executed by us on July 14, 1989 and whereof we are now the joint owners; and

Witness, ROWE INTERNATIONAL, INC.

a corporation organized and existing under the laws of the State of Delaware, having a principal place of business at 75 Troy Hills Road, Whippoor, N. J. 07981 hereinafter referred to as "ROWE" is desirous of acquiring all the right, title and interest in and to said improvements, application and any Letters Patent that may be granted therefor or thereupon, and any division, continuation, improvement, reissue or extension of the same:

Now, To All Whom It May Concern: Be it known, that for and in consideration of the sum of One Dollar (\$1.00), lawful money of the United States, to us in hand paid by the said ROWE and for other good and valuable consideration from it to us moving, the receipt of which is hereby acknowledged, we the said JEFFREY J. KALIS, FREDERICK G. ROBINSON and RICHARD VAN DYK have sold, assigned, transferred, and set over and do hereby sell, assign, transfer and set over unto the said ROWE

, all the right, title and interest which we have, or may have, in and to said improvements, application and any Letters Patent of the United States and of all foreign countries that may be granted therefor or thereupon, or any division, continuation, improvement, reissue or extension thereof; the same to be held and enjoyed by the said ROWE

and its legal representatives, as fully and entirely as the same would have been held and enjoyed by us if this assignment and sale had not been made.

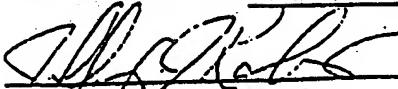
And we do hereby authorize and request the Commissioner of Patents to issue said Letters Patent, when granted, to the said ROWE and its legal representatives.

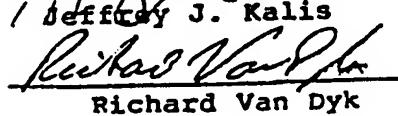
And for the above-named consideration we hereby covenant and agree that we will, at the request and charges of the said ROWE

, execute any and all applications for the reissue or extension of any Letters Patent that may be granted upon said application or for the improvements described therein that the said ROWE

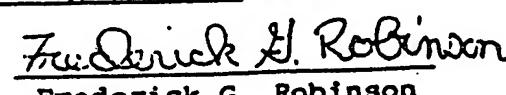
and its legal representatives may deem necessary or expedient; and do all other and further acts that may be or become necessary to obtain said Letters Patent and any division, continuation, improvement, reissue or extension of the same.

In Witness Whereof, we, have hereunto set our hand and seal this 14th day of July, 1989.


Jeffrey J. Kalis


Richard Van Dyk

JUL 20 89


Frederick G. Robinson
Commissioner of Patents
U.S. Patent and Trademark Office

HP

Form PTO-1595
(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

Tab settings → → →

RECORDATION FORM COVER SHEET
PATENTS ONLYU.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Rowe International, Inc.

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

 Assignment Merger Security Agreement Change of Name Other _____

Execution Date: 11/12/2003

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s) 09/957,340;

10/229,894; 10/405,591; 10/605,690

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Van Dyke, Gardner, Linn & Burkhart, LLP

Internal Address: Frederick S. Burkhart

Street Address: 2851 Charlevoix Drive, S.E.,

Suite 207, P.O. Box 888695

City: Grand Rapids State: MI Zip: 49588-8695

6. Total number of applications and patents involved: 67. Total fee (37 CFR 3.41).....\$ 240.00 Enclosed Authorized to be charged to deposit account
(Any Deficiency in Enclosed Fee)

8. Deposit account number:

22-0190

9. Signature.

Frederick S. Burkhart

Name of Person Signing

ORIGINAL SIGNED BY
FREDERICK S. BURKHART

January 19, 2004

Date

Total number of pages including cover sheet, attachments, and documents: 10Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

INTELLECTUAL PROPERTY ASSIGNMENT
(U.S. and Foreign Patents, Trademarks and other Intellectual Property)

THIS ASSIGNMENT, made this 12th day of November, 2003 by Rowe International, Inc., a Delaware corporation located at 1500 Union Avenue, SE, Grand Rapids, Michigan 49507 (hereinafter referred to as the "Assignor"), and Rowe International Corporation (f/k/a RWI Acquisition Corporation), a Delaware corporation located at 1500 Union Avenue, SE, Grand Rapids, Michigan 49507 (hereinafter referred to as the "Assignee"), witnesseth:

WHEREAS, the said Assignor is the sole and rightful owner of ideas, concepts, inventions (whether or not patentable and whether or not reduced to practice), improvements thereto, and patents, patent applications and patent disclosures, together with reissues, continuations, continuations-in-part, divisions, divisional applications, reexaminations, foreign related applications and foreign patents thereof, marks (including trade names, corporate names, trademarks, service marks, certification marks, collective marks, collective membership marks, trade dress, or other designations of origin, whether in word, logo, design, or other form and together with translations, adaptations, derivations and any combinations thereof, and including any goodwill associated therewith, all of the foregoing marks, registrations, applications and renewals in connection therewith, collectively referred to as "Marks") and registrations for and applications to register the foregoing, Internet domain name registrations, works of authorship, copyrights, and registrations applications for copyrights, and renewals in connection therewith, mask works and applications, registrations, and renewals in connection therewith, technical or other proprietary information of Assignor relating to the development, design, manufacture, installation, assembly or testing of Assignor's and/or its subsidiaries products or services (including technical data and drawings and specifications, designs, shop drawings, manuals, forms, working notes and memos, market studies, consultants' reports, technical and laboratory data, notebooks, samples and engineering prototypes), trade secrets, secret processes and procedures, know-how, proprietary or sui generis data bases and computer software, and licenses for any of the foregoing, and information relating to the conduct or details of the businesses of Assignor and its subsidiaries (whether constituting a trade secret or not) that is maintained or treated as confidential by Assignor and its subsidiaries, including business, marketing and financial information, plans and proposals, ideas, research and development, formulas, manufacturing and production processes and techniques, methods of operation, customers and customer lists, supplier lists, sales data, details of contracts with customers, consultants, suppliers or employees, products, proposed products, former products, proposed, pending or completed acquisitions of any company, divisions, product line or other business unit, prices and pricing policies, fees, costs, plans, designs, technology, inventions, trade secrets, know-how, software, marketing methods, policies, plans, personnel, suppliers, competitors, markets or other specialized information or proprietary matters of Assignor or any of its subsidiaries, and copies and tangible embodiments thereof (in whatever form or medium) (all of the foregoing collectively referred to as "Intellectual Property"), including but not limited to the patents and applications for patents and of the inventions therein disclosed and the Marks as set forth in Schedule I attached hereto; and

WHEREAS, Assignor desires to assign, and Assignee desires to acquire, said Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor on behalf of itself and its subsidiaries does hereby sell, assign, transfer and set over, unto the Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to said Intellectual Property and all rights which the Assignor has enjoyed thereunder both in the United States of America and throughout all countries of the world, including any and all rights of recovery based on past and future infringement of said Intellectual Property, the same to be held and enjoyed by the said Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, forever and to the full end of the terms thereof, and all renewals and extensions thereof;

AND for the same consideration, the Assignor on behalf of itself and its subsidiaries does hereby sell, assign, transfer and set over, unto the Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to said Marks as set forth in the Schedule attached hereto, together with the goodwill of the business symbolized by the Marks and the registrations and applications thereof, and all other rights which the Assignor has enjoyed thereunder both in the United States of America and throughout all countries of the world, including any and all rights of recovery based on past and future infringement of said Marks and/or registrations, and the right to seek renewal of such registrations, the same to be held and enjoyed by the Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, forever and to the full end of the terms for which any of the aforesaid Marks are registered and any renewals of the terms thereof;

AND for the same consideration, the Assignor on behalf of itself and its subsidiaries does hereby sell, assign, transfer and set over, unto the Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to any and all applications for patents and any and all patents, as set forth in the Schedule attached hereto, and in and to the inventions set forth in said applications and patents and any and all patents in the United States of America and all foreign countries which have been or may be granted therefor and thereon, and in and to any and all divisions, continuations, and continuations-in-part of said applications, or reissues, reexaminations, or extensions of said patents, and all rights under the International Convention for the Protection of Industrial Property, said rights to include any and all rights of recovery based on past and future infringement of any and all said inventions and said patents, the same to be held and enjoyed by the said Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, forever and to the full end of the term or terms for which patents may be granted, and all extensions thereof:

AND for the same consideration, the Assignor on behalf of itself and its subsidiaries hereby covenants and agrees to and with the said Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, the Assignor is the sole and lawful owner of the entire right, title and interest in and to said Intellectual Property, and that the same are unencumbered and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth;

AND for the same consideration, the Assignor on behalf of itself and its subsidiaries hereby covenants and agrees to and with the said Assignee, its successors, legal representatives

and assigns, said Assignor will, whenever counsel of said Assignee, or the counsel of its successor, legal representatives and assigns, shall advise that any proceeding in connection with said Intellectual Property in any country, including but not limited to interference and opposition proceedings, is lawful and desirable, or that any division, continuation or continuation-in part of any application for patents, or any reissue, reexamination or extension of any patents to be obtained thereon, or any registration, application for registration or renewal of said Marks, or any registration, application for registration or renewal of copyrights, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts reasonably necessary or desirable to be done for the filing, prosecution, assignment, maintenance, enforcement and defense thereof, without charge to the said Assignee, its successors, legal representatives and assigns, other than reasonable costs and expenses incurred by the Assignor or any of their respective employees, agents and representatives in connection with the foregoing actions.

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ASSIGNOR:

Signed at Grand Rapids, MI, this 12th day of November, 2003.

ROWE INTERNATIONAL, INC.

By: George A. Pivac
Type Name: George A. Pivac
Title: Vice President Finance

STATE OF Michigan)
) ss:
COUNTY OF Kent)

On this 12th day of November, 2003 personally before me came George A. Pivac known to me, and known to me to be the person described and who signed the annexed assignment, and, being duly sworn, acknowledged that he executed the same.

(SEAL)

George Pivac
Notary Public
My commission expires 8/18/04

ASSIGNEE:

Signed at _____, this 12th day of November, 2003.

ROWE INTERNATIONAL CORPORATION
(f/k/a RWI ACQUISITION CORPORATION)

By: _____
Type Name: _____
Title: _____

STATE OF _____)
) ss:
COUNTY OF _____)

On this 12th day of November, 2003 personally before me came _____ known to me, and known to me to be the person described and who signed the annexed assignment, and, being duly sworn, acknowledged that he executed the same.

(SEAL)

Notary Public

ASSIGNOR:

Signed at _____ this 12th day of November, 2003.

ROWE INTERNATIONAL, INC.

By: _____
Type Name: _____
Title: _____

STATE OF _____)
COUNTY OF _____) ss:

On this 12th day of November, 2003 personally before me came _____ known to me, and known to me to be the person described and who signed the annexed assignment, and, being duly sworn, acknowledged that he executed the same.

(SEAL)

Notary Public

ASSIGNEE:

Signed at St. Louis, Missouri, this 12th day of November, 2003.

**ROWE INTERNATIONAL CORPORATION
(f/k/a/ RWI ACQUISITION CORPORATION)**

By: Vincent E. Warrick
Type Name: Vincent E. Warrick
Title: Vice President

STATE OF MISSOURI)
)
COUNTY OF ST. LOUIS)

On this 12th day of November, 2003 personally before me came vincent E. Warrick known to me, and known to me to be the person described and who signed the annexed assignment, and, being duly sworn, acknowledged that he executed the same.

(SEAL)

executed the same.
January 1, 2005
Notary Public

NANCY L. BIGGINS
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires: Sept. 14, 2007

SCHEDULE I

PATENTS

PENDING

<u>Title</u>	<u>Country</u>	<u>Grant No.</u>	<u>Grant Date</u>	<u>Appl'n No.</u>	<u>Appl'n Date</u>
Distributed Control For a Musical Jukebox	United States			09/957,340	9/20/01
Title Rack Lighting for Jukebox	United States			10/229,894	8/28/02
Compact Disk Musical Jukebox with Digital Music Library Access	Patent Cooperation Treaty			Not Assigned	9/26/03
Skip Detector for Compact Disc Jukebox	United States			10/405,591	4/2/03
Bill Acceptor with Tethered-Bill Protection	United States			10/605,690	10/17/03
Positive Drive Title Rack for Jukebox	Germany			19701204.3	1/15/97
Positive Drive Title Rack for Jukebox	Great Britain			962294.3	

REGISTERED

<u>Title</u>	<u>Country</u>	<u>Grant No.</u>	<u>Grant Date</u>	<u>Appl'n No.</u>	<u>Appl'n Date</u>
Control System for Compact Disc Phonograph	United States	6,639,876	10/28/03	09/810,760	3/16/01
Disc Changer	United States	6,373,796	4/16/02	09/428,980	10/28/99
Control System for Compact Disc					

<u>Title</u>	<u>Country</u>	<u>Grant No.</u>	<u>Grant Date</u>	<u>Appl'n No.</u>	<u>Appl'n Date</u>
Phonograph	United States	6,212,138	4/30/01	08/351,044	11/28/94
Video Jukebox	United States	4,667,802	5/26/87	656,670	10/01/84
Remote Selector Unit for Jukeboxes	United States	D332,096	12/29/92	439,085	11/17/89
Rotary Compact Disc Magazine Having Disc Receiving Means Limited to a Minor Segment of a Disc	United States	5,050,148	9/17/91	538,130	6/14/90
Jukebox Selection Display and Page Turning Mechanism Therefor	United States	5,031,346	7/16/91	07/384,733	7/24/89
Jukebox for Compact Disks	United States	D312,639	12/4/90	320,531	3/8/89
Positive Drive Title Rack for Jukebox	United States	5,704,146	1/6/98	08/584,315	1/16/96
Locked Cassette Bill Box	United States	5,205,481	4/27/93	788,809	11/7/91
Multiple Bill Escrow Mechanism	United States	5,067,701	11/26/91	509,900	4/16/90
Currency Validator	United States	4,973,851	11/27/90	335,717	4/7/89
A Compact Disc Jukebox	Great Britain	1,059,706			5/24/89
Wall Selector Unit for Jukeboxes (design)	Great Britain	2,005,224	9/11/90		3/7/90

<u>Title</u>	<u>Country</u>	<u>Grant No.</u>	<u>Grant Date</u>	<u>Appl'n No.</u>	<u>Appl'n Date</u>
Control System for Compact Disc Phonograph	Great Britain	2,234,107	1/5/94		6/12/90
Jukebox Selection Cancellation	Great Britain	2,265,748	1/5/94		5/27/93
Jukebox Selection Cancellation	Great Britain	2,265,749	1/5/94		5/17/93
Rotary Compact Disc Magazine Having Disc Receiving Means Limited to a Minor Segment of a Disc	Great Britain	2,246,464			
Control System for Compact Disc Phonograph	Germany	4,023,193			
Control System for Compact Disc Phonograph	Germany	4,042,576			
AMI (International) S.A. (design)	France	60,529	1/15/59		1/15/59
Universal Document Validator	Canada	1,213,373	10/28/86	494,857	3/28/84

P A T E N T
ROW01 P-364

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Examiner : D. Martin
Group No. : 2107
Applicants : Jeffery J. Kalis and Richard Van Dyk
Serial No. : 08/351,044
Filing Date : November 28, 1994
For : CONTROL SYSTEM FOR COMPACT DISC PHONOGRAPH

Hon. Commissioner of Patents and Trademarks
Washington, D.C. 20231

Dear Sir:

POWER OF ATTORNEY BY ASSIGNEE OF ENTIRE INTEREST
(REVOCATION OF PRIOR POWERS)

As assignee of record of the entire interest of the above-identified application, all powers of attorney previously given are hereby revoked and the following attorney(s) and/or agent(s) are hereby appointed to prosecute this application and transact all business in the Patent and Trademark Office connected therewith, including receipt of the original patent resulting therefrom:

Daniel Van Dyke, Reg. No. 25 046
Donald S. Gardner, Reg. No. 25 975
Terence J. Linn, Reg. No. 30 283
Frederick S. Burkhart, Reg. No. 29 288
Matthew L. Goska, Reg. No. 42 594
Catherine S. Collins, Reg. No. 37 599
Anthony A. Bisulca, Reg. No. 40 913
Timothy A. Flory, Reg. No. 42 540

Van Dyke, Gardner, Linn & Burkhart, LLP
Post Office Box 888695
Grand Rapids, Michigan 49588-8695
Telephone No.: (616) 975-5500
Facsimile No. : (616) 975-5505

Applicants : Jeffrey J. Kalis et al.
Serial No. : 08/351,044
Page : 2

**PLEASE SEND ALL CORRESPONDENCE TO AND DIRECT ALL TELEPHONE
CALLS TO:**

Frederick S. Burkhart
Van Dyke, Gardner, Linn & Burkhart, LLP
Post Office Box 888695
Grand Rapids, Michigan 49588-8695
Direct Telephone No. : (616) 975-5504
Main Telephone No. : (616) 975-5500
Facsimile No. : (616) 975-5505

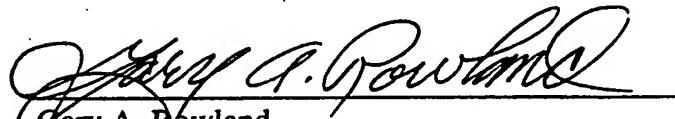
ASSIGNEE OF ENTIRE INTEREST

Rowe International, Inc.

ASSIGNEE CERTIFICATION

Attached to this power is a "CERTIFICATION UNDER 37 CFR 3.73(b)."

Date: 3-31-99



Gary A. Rowland
Vice President of Engineering

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Examiner : D. Martin
Group No. : 2107
Applicants : Jeffery J. Kalis and Richard Van Dyk
Serial No. : 08/351,044
Filing Date : November 28, 1994
For : CONTROL SYSTEM FOR COMPACT DISC PHONOGRAPH

Hon. Commissioner of Patents and Trademarks
Washington, D.C. 20231

Dear Sir:

CERTIFICATE UNDER 37 CFR 3.73(b)

Rowe International, Inc., a Delaware corporation, certifies that it is the assignee of the entire right, title, and interest in the patent application identified above by virtue of:

An assignment from the inventors of the patent application identified above. A copy of the assignment is attached.

The undersigned has reviewed all of the documents in the chain of title of the patent application identified above and, to the best of undersigned's knowledge and belief, title is in the assignee identified above.

The undersigned (whose title is supplied below) is empowered to sign this certificate on behalf of the assignee.

I hereby declare that all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and further, that these statements are made with the knowledge that willful false statements, and the like so made, are punishable by fine or imprisonment, or both, under Section 1001, Title 18, of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Date: 7-31-99


Gary A. Rowland
Vice President of Engineering

Assignment

Witness, We, JEFFREY J. KALIS, FREDERICK G. ROBINSON and RICHARD VAN DYK, residing respectively at 1920 Sylvan SE, Grand Rapids, Michigan 49506; 200 Country Club Road, Holland, Michigan 49508, and 4345 Shaffer SE, Kentwood, Michigan 49508

5102 TRADES 71

have invented certain new and useful improvements in CONTROL SYSTEM FOR COMPACT DISC PHONOGRAPH

for which we are about to make application for Letters Patent of the United States, which application was duly executed by us on July 14, 1989 and whereof we are now the joint owners; and

Witness, ROWE INTERNATIONAL, INC.

a corporation organized and existing under the laws of the State of Delaware, having a principal place of business at 75 Troy Hills Road, Whippany, N. J. 07981 hereinafter referred to as "ROWE" is desirous of acquiring all the right, title and interest in and to said improvements, application and any Letters Patent that may be granted therefor or thereupon, and any division, continuation, improvement, reissue or extension of the same:

Now, To All Whom It May Concern: Be it known, that for and in consideration of the sum of One Dollar (\$1.00), lawful money of the United States, to us in hand paid by the said ROWE and for other good and valuable consideration from it to us moving, the receipt of which is hereby acknowledged, we the said JEFFREY J. KALIS, FREDERICK G. ROBINSON and RICHARD VAN DYK have sold, assigned, transferred, and set over and do hereby sell, assign, transfer and set over unto the said ROWE

all the right, title and interest which we have, or may have, in and to said improvements, application and any Letters Patent of the United States and of all foreign countries that may be granted therefor or thereupon, or any division, continuation, improvement, reissue or extension thereof; the same to be held and enjoyed by the said ROWE

and its legal representatives, as fully and entirely as the same would have been held and enjoyed by us if this assignment and sale had not been made.

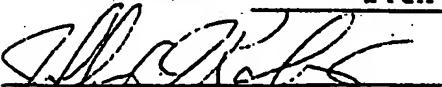
And we do hereby authorize and request the Commissioner of Patents to issue said Letters Patent, when granted, to the said ROWE and its legal representatives.

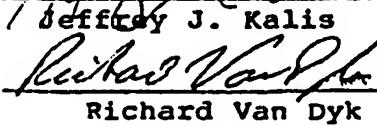
And for the above-named consideration we hereby covenant and agree that we will, at the request and charges of the said ROWE

, execute any and all applications for the reissue or extension of any Letters Patent that may be granted upon said application or for the improvements described therein that the said ROWE

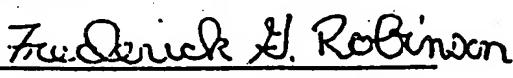
and its legal representatives may deem necessary or expedient; and do all other and further acts that may be or become necessary to obtain said Letters Patent and any division, continuation, improvement, reissue or extension of the same.

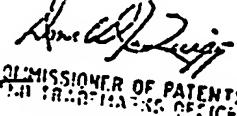
In Witness Whereof, we have hereunto set our hand and seal this 14th day of July, 1989.


Jeffrey J. Kalis


Richard Van Dyk

JUL 20 89


Frederick G. Robinson


Commissioner of Patents
U.S. PATENT & TRADEMARK OFFICE


J.P.

Assignment

W~~el~~herens, we, JEFFREY J. KALIS, FREDERICK G. ROBINSON and RICHARD VAN DYK, residing respectively at 1920 Sylvan SE, Grand Rapids, Michigan 49506; 200 Country Club Road, Holland, Michigan 49508, and 4345 Shaffer SE, Kentwood, Michigan 49508

have invented certain new and useful improvements in CONTROL SYSTEM FOR COMPACT DISC PHONOGRAPH

for which we are about to make application for Letters Patent of the United States, which application was duly executed by us on July 14, 1989 and whereof we are now the joint owners; and

W~~el~~herens, ROWE INTERNATIONAL, INC.

a corporation organized and existing under the laws of the State of Delaware, having a principal place of business at 75 Troy Hills Road, Whippany, N. J. 07981 hereinafter referred to as "ROWE" is desirous of acquiring all the right, title and interest in and to said improvements, application and any Letters Patent that may be granted therefor or thereupon, and any division, continuation, improvement, reissue or extension of the same:

Now, To All Whom It May Concern: Be it known, that for and in consideration of the sum of One Dollar (\$1.00), lawful money of the United States, to us in hand paid by the said ROWE and for other good and valuable consideration from it to us moving, the receipt of which is hereby acknowledged, we the said JEFFREY J. KALIS, FREDERICK G. ROBINSON and RICHARD VAN DYK have sold, assigned, transferred, and set over and do hereby sell, assign, transfer and set over unto the said ROWE

all the right, title and interest which we have, or may have, in and to said improvements, application and any Letters Patent of the United States and of all foreign countries that may be granted therefor or thereupon, or any division, continuation, improvement, reissue or extension thereof; the same to be held and enjoyed by the said ROWE

and its legal representatives, as fully and entirely as the same would have been held and enjoyed by us if this assignment and sale had not been made.

And we do hereby authorize and request the Commissioner of Patents to issue said Letters Patent, when granted, to the said ROWE and its legal representatives.

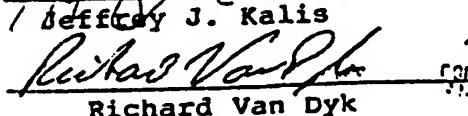
And for the above-named consideration we hereby covenant and agree that we will, at the request and charges of the said ROWE

execute any and all applications for the reissue or extension of any Letters Patent that may be granted upon said application or for the improvements described therein that the said ROWE

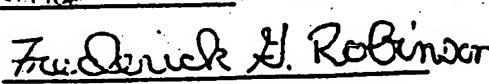
and its legal representatives may deem necessary or expedient; and do all other and further acts that may be or become necessary to obtain said Letters Patent and any division, continuation, improvement, reissue or extension of the same.

In witness whereof, we have hereunto set our hand and seal this 14th day of July, 1989.


Jeffrey J. Kalis


Richard Van Dyk

JUL 20 89


Frederick G. Robinson
Commissioner of Patents
U.S. Patent Office

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DECLARATION AND POWER OF ATTORNEY

As a below-named inventor, I hereby declare that my residence, post office address and citizenship are as stated below next to my name; that I believe I am the original, first and sole inventor, if only one name is listed below, or an original, first and joint inventor, if plural names are listed below, of the subject matter which is claimed and for which a patent is sought on the invention entitled

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the specification of which is attached hereto; that I have reviewed and understand the contents of the above-identified specification, including the claims; and that I acknowledge the duty to disclose information which is material to the examination of this application in accordance with Title 37, Code of Federal Regulations, Section 1.56 (a).

I hereby claim foreign priority benefits under Title 35, United States Code, Section 119 of any foreign application for patent or inventor's certificate listed below and have also identified below any foreign application for patent or inventor's certificate having a filing date before that of the application on which priority is claimed:

Country	Application No.	Filing Date (day/month/year)	Priority Claimed
			Yes <u> </u> No <u> </u>
			Yes <u> </u> No <u> </u>

I hereby claim the benefit under Title 35, United States Code, Section 120 of any United States application listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States application in the manner provided by the first paragraph of Title 35, United States Code, Section 112, I acknowledge the duty to disclose material information as defined in Title 37, Code of Federal Regulations, Section 1.56 (a) which occurred between the filing date of the prior application and the national or PCT international filing date of this application:

Application No.	Filing Date
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I hereby appoint HENRY L. SHENIER, Registration No. 13,266, FRANCIS M. O'CONNOR, Registration No. 17,556, RICHARD S. SHENIER, Registration No. 20,405, and WILLIAM A. KINNAMAN, JR., Registration No. 27,650 – all of 122 East 42nd Street, New York, New York 10168 – and each of them, constituting the firm of SHENIER & O'CONNOR, Registration No. 19,298, my attorneys with full power of substitution and revocation, to prosecute this application and to transact all business in the Patent and Trademark Office connected therewith.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

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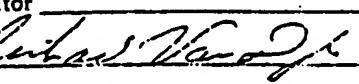
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